


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER DACA67-02-R-0219	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17 June 2002	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			
4. CONTRACT NUMBER DACA67-02-D-2012	5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-2102-6393	6. PROJECT NUMBER		
7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-MU PO Box 3755 Seattle, WA 98124-3755	CODE W68MD9	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-MU Seattle, WA 98124-3755 HAND CARRY: Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2385		
9. FOR INFORMATION CALL 	A. NAME See Information Page inside Front Cover	B. TELEPHONE NUMBER <i>(Include area code) (NO COLLECT CALLS)</i> See Information Page inside Front Cover		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date):*

Furnish all labor, materials and equipment and perform all work for IDIQ Design-Build: Family Housing at Mountain Home AFB, ID in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

- Solicitation No. DACA67-02-R-0219 dated 17 June 2002 with 5 amendments thereto.
- Wage Determination No ID020001 with 12 modifications thereto.
- Wage Determination No. ID020006 with 0 modifications thereto.
- See Alterations to Contract Page.

11. The Contractor shall begin performance within 10 calendar days and complete it within _____ calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Paragraph TO# SC-1, 00800 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 3:00 p.m. (hour) local time 1 August 2002 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- An offer guarantee ☒ is, ☐ is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Evergreene Construction, L. C.
1132 South 500 West
Salt Lake City, Utah 84101

Tax ID No: 87-0535636 DUNS No: 011163172
eMail: nielson@psc-evg.com

15. TELEPHONE NUMBER (Include area code)

(801) 363.2274

Fax No.: (801) 533.9737

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE 011163172

FACILITY CODE 1VBH7

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this accepted by the Government in writing within 90 calendar days after the date offers are due. (Insert any number equal or greater than minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

See Page 00010-5 thru 00010-8

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	0001	0002	0003	0004	0005					
DATE	07/03	07/11	07/19	08/16	08/16					

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Chris Nielson, Managing Member/President

20B. SIGNATURE



20C. OFFER DATE

30 August 2002

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

See individual task orders.

22. AMOUNT

See page 00010-5

23. ACCOUNTING AND APPROPRIATION DATA

See individual task orders

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)ITEM
block 26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

Mountain Home Resident Office
USACE, Seattle
750 Desert Street, Bldg. 2310
Mountain Home AFB, ID 83648-5264

27. PAYMENT WILL BE MADE BY

US Army Corps of Engineers Finance Center
CEFC-AO-P, 5722 Integrity Drive
Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☒ 29. AWARD. (Contractor is not required to sign this document.) You offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

Chris Nielson, Managing Member/President

31A. NAME OF CONTRACTING OFFICER (Type or print)

KENT R. PAUL, CONTRACTING OFFICER

30B. SIGNATURE

30C. DATE

30 August 2002

31B. UNITED STATES OF AMERICA

BY

31C. AWARD DATE

16 Sept 02

ALTERATIONS IN CONTRACT (FAR 52.252-4)(APR 1984)
PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

- A. The Contractor's letter dated 5 September 2002, agreeing to incorporation of Modification No. 11, dated 08/23/2002, and Modification No. 12, dated 08/30/2002, to General Wage Decision ID020001, Heavy and Highway, into the contract, with no increase to the proposed prices, is provided immediately following the pricing schedule.
- B. The Contractor's subcontracting plan is hereby incorporated into the contract and can be found immediately following the Contractor's letter dated 5 September 2002 as pages SB-1 through SB-10.
- C. The firm's pre-qualification proposal dated 30 May 2002 is hereby incorporated into this contract in its entirety by reference.
- D. The firm's technical proposal, as listed below, is hereby incorporated by reference in its entirety into the contract:
 - 1. Initial technical proposal dated 2 August 2002 (1 volume, 1 color boards and bound drawings)
 - 2. Final Proposal Revision dated 30 August 2002
- E. Modification No. 11, dated 08/23/2002, and Modification No. 12, dated 08/30/2002, to General Wage Decision ID020001, Heavy and Highway, are incorporated into the contract.
- F. The following Technical Specification Sections from Division 1, General Requirements, are considered to be part of the overall contract and will apply to all task orders issued under this contract, unless otherwise specified in individual orders: Sections 01001 through 01355, and 01451 through 01705.
- G. The following Technical Specification Sections from Division 1, General Requirements, are only applicable to the first task order: a) Section 01000, General Design and Construction Requirements, and b) Section 01415, Metric Measurements. Each new task order issued under this contract will have its own specific Section 01000 issued with the individual task-order request for proposal.
- H. The following attachments are considered part of the overall contract and will apply to all task orders issued under this contract, unless otherwise specified in individual orders:
 - a. Attachment C - Examples of Craftsman/Bungalow Style Homes and Detailing
 - b. Attachment F - Standard Typography
 - c. Attachment G - Acceptable Landscape Materials for MHAFFB
 - d. Attachment H - Air Force Family Housing Guide
- I. The following attachments will only apply to the first task order issued under this contract:
 - a. Attachment A -Miscellaneous Technical Specifications
 - b. Attachment B - Geotechnical Report
 - c. Attachment D - Drawings
 - d. Attachment E - Hazardous Building Material Survey Report
 - e. Attachment I – Desirable Features
- J. Section 00800, paragraph 2.1, states that the minimum guaranteed amount for the base period of the contract is \$500,000. Award of Task Order No. 0001 entitled "Design-Build: Replace Military Family Housing Phase 4/A, Mountain Home AFB, ID" will satisfy this requirement.

END OF ALTERATIONS TO CONTRACT

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IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

CORPORATE CERTIFICATE

I, Helen Kessler, certify that I am the Corporate Secretary of the Corporation named as Contractor herein; that Chris Nielson who signed this contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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PRICING SCHEDULE

See individual Task Orders

Schedule pages 00010-6 thru 00010-8 referenced on Standard Form 1442 BACK are not in this contract. These pages are included in Task Order 0001.

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1132 South 500 West
Salt Lake City, UT 84101

Phone: 801-363-2274

Fax: 801-533-9737

September 5, 2002

Department of the Army
Seattle District Corps of Engineers
P. O. Box 3755
Seattle, Washington 98124-3755
Attention: Mary E. Mitton
Contract Specialist

Re: RFP No. DACA67-02-R-0219.IDIQ Design-Build:
Military Family Housing at Mountain Home AFB, ID

Dear Ms. Mitton:

We wish to confirm that there is no change to our proposal as a result of Modification #11, dated 8/23/2002, and Modification No. 12, dated 08/30/2002, to General Wage Decision ID020001, Heavy and Highway. We agree to incorporate these modifications into any contract awarded as a result of the solicitation.

Sincerely,

EVERGREEN CONSTRUCTION

Chris Nielson
President

CN/klg

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**SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN**

DATE: 30 August 2002

CONTRACTOR: Evergreene Construction, L.C.
ADDRESS: 1132 South 500 West
Salt Lake City, UT 84101
PHONE NO. (801) 363-2274

PROJECT TITLE: IDIQ Design-Build Military Family Housing at
Mountain Home AFB, ID
SOLICITATION: DACA67-02-R-0219

1. In accordance with the contract clauses at 52.219-8 and 52.219-9, Evergreene submits the following Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Business Concerns.

2. Corresponding dollar values for percentages cited in para. 3 for the base period only:

- a. Total contract amount is not-to-exceed \$135 million.
- b. Total dollars planned to be subcontracted (to all types of businesses): \$108 million.
- c. Total dollars planned to be subcontracted small business concerns (including 2d, 2e, 2f, 2g and 2h below): \$81 million.
- d. Total dollars planned to be subcontracted to veteran-owned small business concerns is \$3.24 million.
- e. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns is \$1.08 million.
- f. Total dollars planned to be subcontracted to HUBZone small business concerns is \$3.24 million.
- g. Total dollars planned to be subcontracted to small disadvantaged business concerns is \$16.2 million.
- h. Total dollars planned to be subcontracted to women-owned small business concerns is \$8.64 million.

*This is an indefinite-delivery contract. Specific requirements and dollar amounts are unknown at this time.

3. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above.

- a. Small Business Concerns (2c divided by 2b): 75% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns, including 3c through 3e.
- b. Veteran-Owned Small Business Concerns (2d divided by 2b): 3% of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small businesses and/or service-disabled veteran-owned small business concerns.

c. Service-disabled veteran-owned Small Business Concerns (2e divided by 2b): 1% of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small businesses and/or service-disabled veteran-owned small business concerns.

d. Small HUBZone Business Concerns (2f divided by 2b): 3% of total planned subcontracting dollars under this contract will go to subcontractors who are HUBZone small business subcontractors.

e. Small Disadvantaged Business Concerns (2g divided by 2b): 15% of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged individuals.

f. Small Woman-Owned Business Concerns (2h divided by 2b): 8% of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned business concerns.

4. The principal products we will subcontract under this contract are:

a. Of the items or areas stated in 3.a; the following are planned to be subcontracted to Small Businesses:

- Aldave Associates - structural engineering and framing.
- Precision Heating and Cooling - mechanical work.
- Wasatch Front Floor Covering - floor covering.
- Blacksmith Management Group, Inc. - general construction, finishes and site work.
- Max Services, Inc. - Sheetrock and roofing.
- Additional subcontractors to be determined as the design is finalized with the Government.

b. Of the items or areas stated in 3.b; the following are planned to be subcontracted to HUBZone small business concerns:

- Blacksmith Management Group, Inc. - general construction, finishes and site work.
- Additional subcontractors to be determined as the design is finalized with the Government.

c. Of the items or areas stated in 3.c; the following are planned to be subcontracted to Small Disadvantaged Businesses:

- Aldave Associates - structural engineering and framing.

d. Of the items or areas stated in 3.d; the following are planned to be subcontracted to Small Women-Owned Businesses:

- Precision Heating and Cooling - mechanical work.
- Wasatch Front Floor Covering - floor covering.
- Additional subcontractors to be determined as the design is finalized with the Government.

e. Of the items or areas stated in 3.e; the following are planned to be subcontracted to Veteran-owned Small Businesses and/or service-disabled veteran-owned small business concerns:

- Max Services, Inc. - Sheetrock and roofing.
- Additional subcontractors to be determined as the design is finalized with the Government.

Evergreene Construction is committed to the utilization of small business concerns throughout the life of the contract. In addition to the subcontractors listed above, Evergreene has identified additional principle types of supplies and services that may be subcontracted to small business concerns. Throughout the duration of this contract, Evergreene will actively solicit bids from all types of small business concerns for the supplies and services listed below.

100 General	<ul style="list-style-type: none"> • Dumpster Rental • Testing, concrete/compaction • Special Inspection • Toilet • Fencing/Site, orange barrier • Final cleaning of structures
200 Site Construction	<ul style="list-style-type: none"> • Demolition • Earthwork • Site grading • Site utilities • Site concrete • Asphalt/Paving • Landscaping/planting • Common area equipment, benches, etc.
300 Concrete	<ul style="list-style-type: none"> • Footings • Foundations • Slabs • Foundation rub out
400 Masonry	<ul style="list-style-type: none"> • Stone exteriors
500 Metals	<ul style="list-style-type: none"> • Lintels • Ledger angles • Hold downs/misc. connectors
600 Woods and Plastics	<ul style="list-style-type: none"> • Finish Carpentry <ul style="list-style-type: none"> ▪ Base/case/trim ▪ Stairs/railings • Cabinetry <ul style="list-style-type: none"> ▪ Kitchen, bath cabinets/alder ▪ Shelving

700 Thermal and Moisture Protection <ul style="list-style-type: none"> • Tyvek building wrap • Damproofing • Building insulation • Ice and water damproofing • Shingles • Caulking/joint sealants • Soffit/facia/gutters
800 Doors and Windows <ul style="list-style-type: none"> • Doors <ul style="list-style-type: none"> - Exterior doors - Interior wood doors - Garage doors • Windows <ul style="list-style-type: none"> - Vinyl windows - Window installation/caulking etc. - Door hardware (int., ext., cabinets) - Mirrors - Shower
900 Finishes <ul style="list-style-type: none"> • Ceramic tile • Floor sheet goods • Carpeting • Counter tops • Painting
1000 Specialties <ul style="list-style-type: none"> • Toilet accessories
1100 Equipment <ul style="list-style-type: none"> • Appliances/washers/dryers
1500 Mechanical <ul style="list-style-type: none"> • Plumbing <ul style="list-style-type: none"> - Rough underground - Rough wall - Finish plumbing - Gas piping • HVAC <ul style="list-style-type: none"> - Rough underground - Rough building - Finish and controls
1600 Electrical <ul style="list-style-type: none"> • Rough building • Finish electrical and fixtures • Phone/TV cable, conduits

Evergreene will ensure subcontracts remain competitive for the base contract period (5 years) and the option period. We will make an effort to solicit at least three bids for each CSI Division and review cost factors and subcontractor availability prior to making an award. Utilizing a "best value" type evaluation, subcontractors will be selected on the

basis of qualifications, past cost history and their ability to provide immediate response.

5. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 3:

We utilize our experience gained as a former small business and apply this knowledge in developing achievable, yet challenging subcontracting goals. We also utilize our extensive, successful experience on design-build contracts. For this contract, we have been working closely with local small business coalitions and other development groups in the Mountain Home area to develop our subcontracting goals and subcontractor pool. Mr. Chris Nielson, Director of Operations for the IDIQ Design-Build Military Family Housing at Mountain Home AFB, initiated Evergreene's Outreach Program in early July. He has already met with the Idaho Department of Commerce, including Karl Tueller, Deputy Director, Jay Engstrom, Administrator for the Division of Economic Development and Larry Demirelli, Program Coordinator for the Idaho Business Network to discuss the utilization of local small businesses under this contract. As the result of these meetings, our Outreach Program has expanded to include additional available resources, including the Idaho Business Network (IBN) database of businesses and *A Guide for Doing Business in Idaho 2002* publication. Evergreene's Outreach Program for the Mountain Home IDIQ Design-Build Contract for Military Family Housing is fully endorsed by Karl Tueller, Jay Engstrom and Larry Demirelli. Additionally, we have met with Mountain Home's Mayor, Mr. Dave Jett and Mr. Ron Swearingen of Mountain Home Community and Economic Development Department. We are confident our relationship with these individuals will ensure that our Outreach Program supports a variety of diverse small businesses in the local Mountain Home area. On a local level, we are utilizing the tools we have recently acquired through the Idaho Department of Commerce, the City of Mountain Home which include the Idaho Business Network (IBN) database of businesses and *A Guide for Doing Business in Idaho 2002* publication. Evergreene also utilizes the Pro Net system of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division for the Minority Business Development Agency in the Department of Commerce and various trade associations associated with Small Business Concerns, including:

- National Association of Minority Contractors
- National Minority Supplier Development Council
- National Association of Women in Construction
- Employment/SB Directories
- Women's Yellow Pages
- Thomas Register
- The Big Yellow
- Procurement Fairs
- Association of General Contractors.

In awarding subcontracts, Evergreene will choose those subcontractors representing the "best value" for the contract. This includes evaluating past experience as well as pricing information to determine the most qualified subcontractor.

In addition to the teaming agreements already in place, Evergreene will continue to use our Outreach Program to solicit bids from and provide opportunities to local SB concerns to perform under this contract. We are committed to providing work opportunities in the CSI Divisions outlined in paragraph 4 above throughout the duration of the contract. SB

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concerns will always have the opportunity to bid on these work scopes as long as Evergreene is the Prime Contractor. Utilizing these methods, Evergreene will ensure competitive subcontractor pricing throughout the length of this contract.

6. Indirect costs were () were not (X) used in establishing subcontracting goals. ** If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) HUBZone small business concerns (iii) small disadvantaged business concerns (iv) women-owned and (v) Veteran-owned small business concerns**

7. The following individual will administer the subcontracting program:

Name:	<u>Chris Nielson</u>	Job Title: <u>President</u>
Address:	<u>Evergreene Construction, L.C.</u> <u>1132 South 500 West</u> <u>Salt Lake City, UT 84101</u>	
Tel:	<u>(801) 363-2274</u>	
Fax:	<u>(801) 533-9737</u>	

This individual's specific duties with regard to the conduct of our firm's Subcontracting Plan will include, but not be limited to, the following:

(a) Developing and maintaining bidder's lists of small businesses, HUBZone small business, small disadvantaged business and women-owned small business concerns using sources such as the SBA's ProNet (<http://pro-net.sba.gov/>) Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Center, Economic Development Center and National Center for America Indian Enterprise Development.

(b) Assuring the inclusion of small businesses, HUBZone small business, small disadvantaged business, women-owned small business and veteran owned small business concerns in all solicitation for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, small disadvantaged and women-owned small business concerns.

(c) Establishing and maintaining records of all solicitations and subcontract awards to ensure that the members of the firm who review bidders proposal documents their reasons for selecting nor not selecting a bid submitted by a small businesses, HUBZone small business, small disadvantaged business, women-owned small business or veteran owned small business, and monitoring the firm's progress towards achievement of its percentage goals.

(d) Preparing and submitting the Subcontracting Report for Individual Contracts (SF294) and the Summary Subcontract Report (SF295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal agencies.

(e) Attendance at DOD sponsored training programs in order to develop guidance and training to firm personnel on the policy of the federal government to aid, assist and counsel small business under this and other government contracts. Mr. Chris Nielson, our

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Subcontracting Program Administrator, will attend regional council meetings sponsored by the federal government.

(f) Conducting or arranging for all other activities necessary to further the intent and attainment of the goals in the Plan to include motivational training the firm's purchasing personnel, attendance at workshops, seminars and trade fairs conducted by or on behalf of small business, HUBZone small businesses and/or small disadvantaged and/or women-owned small business and/or veteran owned small business; and general cooperation with members of the small, small disadvantaged, small women-owned, and veteran owned small business concerns or their representatives.

8. The following steps will be taken to ensure that small business, small HUBZone businesses, small disadvantaged business, women-owned small business and veteran owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services described in paragraph 4 above:

(a) Sources will be requested through SBA's ProNet system, business development organizations, minority and small business trade associations and at small, minority, veteran small business and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

(b) Internally, motivational training will be conducted to guide and encourage purchasing personnel; source lists and guides to small business, HUBZones will be monitored to ensure sufficient time is allowed for interested bidders to prepare their proposals and to evaluate continuing compliance with small business, small disadvantaged business, women-owned small business and veteran owned small business concerns will be maintained and utilized by purchasing personnel while soliciting subcontracts and purchase orders; activities will be monitored to ensure sufficient time is allowed or interested bidders to prepare their proposals and to evaluate continuing compliance with the Subcontracting Plan.

9. Evergreene Construction agrees that the clause entitled "Utilization of Small Business Concerns" (Oct 2000) will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction), will be required to adopt a subcontracting plan that complies with the requirements of this clause. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the ability of potential small business, small HUBZone businesses, small disadvantaged, women-owned and veteran owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports and, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

10. Evergreene Construction agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or Small Business Administration in order to determine the extent of compliance by the offeror with the

Subcontracting Plan and with the clause entitled "Utilization of Small Business Concerns" contained in the contract.

11. Evergreene Construction agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

(a) The names of all organizations, agencies and associations contacted for small business, HUBZone business, small disadvantaged, women-owned small business sources and veteran owned small business along with records of attendance at conferences, seminars and trade fairs where additional sources were developed.

(b) Source lists, guides and other data identifying small business, HUBZone business, small disadvantaged, women-owned and veteran owned small business subcontractors and vendors.

(c) Records on all subcontract solicitations resulting in an award of more than \$100,000 on a contract-by-contract basis, indicating (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small businesses were solicited and if not, why not; (3) whether small disadvantaged business concerns were solicited and if not, why not; (4) whether small women-owned business concerns were solicited, and if not, why not; (5) whether veteran owned small business concerns were solicited, and if not, why not ; and (6) reasons for the failure of solicited small, HUBZone business, small disadvantaged, women-owned and veteran owned small business concerns to receive a subcontract award.

(d) Records of all subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

(e) Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

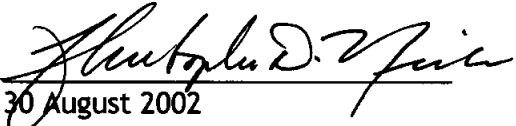
(f) Copies of SF294 and SF295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or to other interested agencies of the Federal government to monitor our compliance with the Subcontracting Plan.

12. Evergreene Construction will submit a SF295, Summary Subcontract Report, on Corps of Engineers project only. The SF295 shall be completed and distributed in accordance with the Corps of Engineers Supplemental Instructions. Evergreene Construction will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

13. In closing, Evergreene Construction states that it will be the policy of Evergreene Construction to afford every practicable opportunity for small business, HUBZone small business, small disadvantaged business, small women-owned and veteran-owned small business concerns to participate in contracts awarded to Evergreene Construction by the Federal Government, to ensure that equitable opportunity is provided to small business, HUBZone small business, small disadvantaged business, women-owned and veteran-owned small business concerns to compete for award of subcontracts and purchase orders, and to diligently pursue the achievement of our goals of participation by small business, HUBZone small business, small disadvantaged business, women-owned and veteran-owned

small businesses in the dollar amounts available for subcontract/purchase order awards under this contract.

BY: Chris Nielson, President
Evergreene Construction, L.C.

Date: 30 August 2002 

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Corresponding dollar values for percentages cited in para. 3 for the Option Period.

	<u>Dollars</u>	<u>Percentage</u>
1. Option Yr. 6 - 10 total:	<u>\$135 million</u>	<u>100%</u>
2. Total to be subcontracted to all types of business:	<u>\$108 million</u>	<u>80%</u>
a. Subcontracted to Small Business (including b, c, d, e and f below):	<u>\$81 million</u>	<u>75%</u>
b. Subcontracted to Veteran-owned Small Businesses:	<u>\$3.24 million</u>	<u>3%</u>
c. Subcontracted to Service-Disabled Veteran-owned Small Businesses:	<u>\$1.08 million</u>	<u>1%</u>
d. Subcontracted to HUBZone Small Businesses:	<u>\$3.24 million</u>	<u>3%</u>
e. Subcontracted to Small Disadvantaged Businesses:	<u>\$16.2 million</u>	<u>15%</u>
f. Subcontracted to Women- Owned Small Businesses	<u>\$8.64 million</u>	<u>8%</u>

*This is an indefinite-delivery contract. Specific requirements and dollar amounts are unknown at this time.

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